

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION

LIBERTY INSURANCE CORPORATION,)	
)	
Plaintiff,)	
)	
v.)	Case No. 4:21-cv-00641-SRB
)	
HNTB CORPORATION,)	
)	
Defendant.)	

DEFENDANT HNTB CORPORATION'S MOTION FOR SUMMARY JUDGMENT

COMES NOW Defendant HNTB Corporation ("HNTB"), by and through its undersigned counsel, and pursuant to Federal Rule of Civil Procedure 56 and L.R. 56.1, hereby moves for summary judgment on the duty of Plaintiff Liberty Insurance Corporation ("Liberty") to defend HNTB in the five underlying lawsuits consolidated under the case styled *Silvino DeAnda, Jr., et al. v. State of California Department of Transportation, et al.*, Case No. RIC1614885 (collectively the "Underlying Lawsuit") and to indemnify HNTB for the amount paid by HNTB in settlement of the Underlying Lawsuit.

HNTB seeks summary judgment on Count I of its Counterclaim granting HNTB a declaration that Liberty owes HNTB defense and indemnity under Liberty Policy No. TB7-641-433035-214 (hereinafter the "CGL Policy"), and Liberty Policy No. TH7-641-443953-374 (hereinafter the "Umbrella Policy"). HNTB also seeks summary judgment in its favor on Counts I through IV of Liberty's Complaint for Declaratory Judgment that the CGL Policy and the Umbrella Policy do not insure and/or exclude coverage for HNTB's settlement of the Underlying Lawsuit.

As is more fully set forth in its Suggestions in Support of HNTB's Motion for Summary Judgment, the allegations in the Underlying Lawsuit establish there is no genuine issue of material fact that the CGL Policy and the Umbrella Policy provide coverage for the claims asserted by plaintiffs against HNTB in the Underlying Lawsuit because plaintiffs allege bodily injury caused by an occurrence; and the professional services exclusions in the CGL Policy and Umbrella Policy do not apply to exclude coverage for the claims asserted by plaintiffs against HNTB.

For the reasons stated herein and more fully in the contemporaneously filed Suggestions in Support, HNTB is entitled to defense and indemnity and HNTB is entitled to judgment as a matter of law.

WHEREFORE, HNTB prays the Court enter summary judgment in its favor on Count I of HNTB's Counterclaim seeking a declaration that Liberty is obligated to provide a defense and indemnity for the claims alleged against HNTB in the Underlying Lawsuit, enter summary judgment in favor of HNTB on Liberty's Complaint, and, grant HNTB such other and further relief as the Court deems just and proper.

Respectfully submitted,

**FOLAND, WICKENS, ROPER,
HOFFER & CRAWFORD, P.C.**

/s/ Scott D. Hoffer

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CERTIFICATE OF SERVICE

I hereby certify that on the 1st day of August, 2022, I electronically filed the foregoing with the Clerk of the District Court by using the CM/ECF/PACER system, which will send notice of electronic filing to counsel of record.

/s/ Scott D. Hoffer

Attorney for Defendant